

EXHIBIT A



Weir
Greenblatt
Pierce
LLP

PENNSYLVANIA · NEW JERSEY · DELAWARE · NEW YORK

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PHILADELPHIA, PA 19107

(215) 665-8181

(215) 665-8464 FAX

WG PLLP.com

Steven E. Angstreich
Member of PA and NJ Bars

Direct Dial (215) 241-7741
E-mail: sangstreich@wgpllp.com

March 29, 2022

Via Certified Mail, Return Receipt Requested

Great Northern Insurance Company
44 Baltimore Street
Cumberland, MD 21502

Re: Robert Dimmerman and Rochelle Dimmerman v. Great Northern Insurance
Company
Court of Common Pleas, Philadelphia County, No.: 220302744

Dear Sir/Madam:

Enclosed please find a Complaint filed with the Court of Common Pleas in Philadelphia
County on behalf of my clients Robert and Rochelle Dimmerman and against you.

Kindly respond in accordance with the Pennsylvania Rules of Civil Procedure.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Steven E. Angstreich', written in a cursive style.

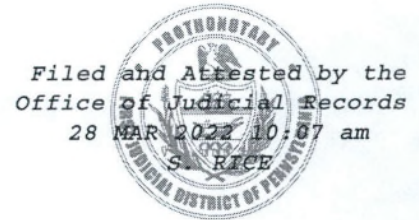
Steven E. Angstreich

SEA/ey
Enclosures

Court of Common Pleas of Philadelphia County
Trial Division
Civil Cover Sheet

| For Prothonotary Use Only (Docket Number) | |
|--|--|
| MARCH 2022 E-Filing Number: 2203059103 002744 | |
| PLAINTIFF'S NAME ROBERT DIMMERMAN | DEFENDANT'S NAME GREAT NORTHERN INSURANCE COMPANT |
| PLAINTIFF'S ADDRESS 320 ST. JAMES PLACE PHILADELPHIA PA 19106 | DEFENDANT'S ADDRESS 44 BALTIMORE STREET CUMBERLAND MD 21502 |
| PLAINTIFF'S NAME ROCHELLE DIMMERMAN | DEFENDANT'S NAME |
| PLAINTIFF'S ADDRESS 320 ST. JAMES PLACE PHILADELPHIA PA 19106 | DEFENDANT'S ADDRESS |
| PLAINTIFF'S NAME | DEFENDANT'S NAME |
| PLAINTIFF'S ADDRESS | DEFENDANT'S ADDRESS |
| TOTAL NUMBER OF PLAINTIFFS 2 | TOTAL NUMBER OF DEFENDANTS 1 COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions |
| AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00 | COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: |
| CASE TYPE AND CODE 10 - CONTRACTS OTHER | |
| STATUTORY BASIS FOR CAUSE OF ACTION | |
| RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER) <div style="text-align: center;"> FILED PRO PROTHY MAR 28 2022 S. RICE </div> | |
| IS CASE SUBJECT TO COORDINATION ORDER? YES NO | |
| TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>ROBERT DIMMERMAN , ROCHELLE DIMMERMAN</u> Papers may be served at the address set forth below. | |
| NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY STEVEN E. ANGSTREICH | ADDRESS WEIR GREENBLATT PIERCE LLP 1339 CHESTNUT STREET SUITE 500 PHILADELPHIA PA 19107 |
| PHONE NUMBER (215) 665-8181 | FAX NUMBER (215) 665-8464 |
| SUPREME COURT IDENTIFICATION NO. 3739 | E-MAIL ADDRESS sangstreich@wgpllp.com |
| SIGNATURE OF FILING ATTORNEY OR PARTY STEVEN ANGSTREICH | DATE SUBMITTED Monday, March 28, 2022, 10:07 am |

WEIR GREENBLATT PIERCE LLP
 BY: Steven E. Angstreich, Esquire
 Amy R. Brandt, Esquire
 Attorney I.D. Nos. 03739/65739
 The Widener Building, Suite 500
 1339 Chestnut Street
 Philadelphia, PA 19107
 Tel: (215) 665-8181
 Fax: (215) 665-8464
sangstreich@wgpllp.com
abrandt@wgpllp.com



Attorneys for Plaintiffs

ROBERT DIMMERMAN & ROCHELLE:
 DIMMERMAN
 320 St. James Place
 Philadelphia, PA 19106

Plaintiffs,

v.

GREAT NORTHERN INSURANCE:
 COMPANY
 44 Baltimore Street
 Cumberland, MD 21502

Defendant.

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

MARCH TERM, 2022

NO.

CIVIL ACTION

JURY TRIAL DEMANDED

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregara la corte en forma escrita sus defensas o sus objeciones a las d mandas en contra de su persona. Sea a visado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta de manda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Philadelphia Bar Association
Lawyer Referral and Information Service
1101 Market Street – 11th Floor
Philadelphia, PA 19107-2911
(215) 238-6333
TTY (215) 451-6197

LLEVE ESTA DEMANDA A UN ABOGADO IN MEDIATAMENTE SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUY DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERICUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociacion de Licenciados de Filadelfia
Servicio de Referencia e Informacion Legal
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Philadelphia, PA 19107-2911
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abrandt@wgpllp.com

Attorneys for Plaintiffs

| | |
|------------------------------|-----------------------|
| ROBERT DIMMERMAN & ROCHELLE: | COURT OF COMMON PLEAS |
| DIMMERMAN | : |
| 320 St. James Place | : |
| Philadelphia, PA 19106 | : |
| | : |
| Plaintiffs, | : |
| | : |
| v. | : |
| | : |
| GREAT NORTHERN INSURANCE: | CIVIL ACTION |
| COMPANY | : |
| 44 Baltimore Street | : |
| Cumberland, MD 21502 | : |
| | : |
| Defendant. | : |

PHILADELPHIA COUNTY
 MARCH TERM, 2022
 NO.
 JURY TRIAL DEMANDED

COMPLAINT

Plaintiffs Robert Dimmerman and Rochelle Dimmerman, husband and wife, bring this action, by and through their counsel, Weir Greenblatt Pierce LLP, against Defendant, Great Northern Insurance Company, and in support thereof aver:

1. Plaintiffs Robert and Rochelle Dimmerman, husband and wife, (“Plaintiffs”) are individuals and citizens of the Commonwealth of Pennsylvania residing at 320 St. James Place, Philadelphia, Pennsylvania 19106.

2. Defendant Great Northern Insurance Company (“Defendant”), having a principal place of business at 44 Baltimore Street, Cumberland, Maryland 21502, is a subsidiary of Chubb Group of Insurance Companies and is authorized to do business in Pennsylvania.

3. Defendant issued a policy of insurance, # 001133600002, providing coverage for Plaintiffs’ home and contents, together with coverage for valuable articles. A copy of the policy is not attached as Defendant is in possession of same.

4. On or about November 9, 2021, a Philadelphia Water Department water main break occurred in close proximity to Plaintiffs’ home. Because of the water main break, water entered the lower level of the home causing damage to Plaintiffs’ personal property and to the structure.

5. Plaintiffs notified Defendant of the loss and requested that Defendant provide coverage and undertake to remediate the damage and loss.

6. Plaintiffs’ insurance policy, Masterpiece Deluxe House Coverage provides, in pertinent part:

In Deluxe House Coverage, a “covered loss” includes all risk of physical loss to your house or other property covered under this part of your Masterpiece Policy, unless stated otherwise or an exclusion applies.

7. In response to Plaintiffs’ notice, Defendant on November 16, 2021, notified them that it would “fully investigate and evaluate all claims presented for loss related to the damages observed.” A true and correct copy of Defendant’s November 16, 2021, letter is attached hereto, incorporated herein and marked Exhibit “A”.

8. On January 7, 2022, Defendant notified Plaintiffs that:

We regret that you sustained this loss to your property. Please be assured that we have undertaken a thorough investigation to determine the cause of the loss and applicable coverage under your Policy. Unfortunately, after careful consideration of the facts of the

loss and the policy terms, Great Northern Insurance Company has determined there is no coverage available for your loss.

A true and correct copy of the letter is attached hereto, incorporated herein and marked Exhibit “B”.

9. Defendant’s conclusion was erroneous as the cause of the loss was a Philadelphia Water Department water main break and the resultant entry of the water into their home. The source of the water was not, as Defendant stated, surface water but clearly came from the City’s broken water main.

10. Although professing to have conducted a thorough investigation, Defendant concluded in its declination letter that “your home and contents located at 16266 Falls Rd, Monkton, Maryland 21111-1621 were damaged due to ground water as well as wear and tear of the main water line.” (Exhibit B)

11. Clearly, Defendant’s declination letter referenced the wrong property and further incorrectly stated that the damaged was caused by “ground/surface water as well as wear and tear of the main water line.” In fact, Plaintiffs’ main water line did not rupture or break and was not the source of the water that entered their home. Rather, the source was the water main break of the City’s water line which also caused damage to other structures in in the area.

12. As a result of the water infiltration, Plaintiffs were forced to vacate their home and move into a hotel for days while remediation work was being performed in their home.

13. Plaintiffs incurred damage and loss to the physical structure and to articles of personalty; all of which were covered by the Masterpiece Deluxe House Coverage.

COUNT I

14. Plaintiffs incorporate herein the allegations of Paragraphs 1-12 as though set forth at length.

15. Defendant's policy of insurance provided coverage for Plaintiffs' damage and loss and its attempt to classify the cause of the loss as an uncovered risk is contrary to the express terms of the policy and the actual facts.

16. As a direct and proximate cause of the city water main break, Plaintiffs suffered damage and loss as follows:

- a. lodging and food while the home was being remediated- \$7,223.03;
- b. remediation performed by Servpro- \$6,325.02;
- c. replacement of personal property- \$14,579.48;
- d. restoration and repair of physical damage- \$34,623.46.

17. Plaintiffs provided Defendant with copies of all of the costs and expenses set forth above in an attempt to demonstrate to Defendant that its denial of coverage was erroneous.

18. Despite the fact that Plaintiffs' damage and loss were covered under the policy of insurance issued by Defendant, Defendant has failed and refused to respond to Plaintiffs' demand for coverage of their loss.

19. Defendant's denial of coverage and refusal to pay for Plaintiffs' losses is a breach of Defendant's contractual obligations.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant for damages in the amount of \$62,751.17, together with interest and costs of suit and such other relief as the Court deems just and proper.

COUNT II

20. Plaintiffs incorporate herein the allegations of paragraphs 1- 19 as though set forth at length.

21. Defendant's refusal to honor its contractual obligations and its assertion of the false source and cause of Plaintiffs' loss is wrongful and intentional.

22. Not only did Defendant fail to conduct a thorough investigation as it assured Plaintiffs it would, whatever investigation it did conduct was not at Plaintiffs' property or as to Plaintiffs' loss but rather some other loss and property located in Monkton, Maryland.

23. Defendant's refusal to cover Plaintiffs' loss, its failure to properly investigate the claim, and its denial of coverage constitutes bad faith as set forth in 42 Pa. C.S.A. §8371 entitling Plaintiffs to:

- a. interest on the amount of the claim from the date the claim was made by Plaintiffs in an amount equal to the prime rate of interest plus 3%;
- b. punitive damages; and
- c. court costs and attorney fees.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant for punitive damages together with interest at the prime rate plus 3% on \$62,751.17 plus reasonable attorneys' fees and costs of suit and such other relief as the Court deems just and proper.

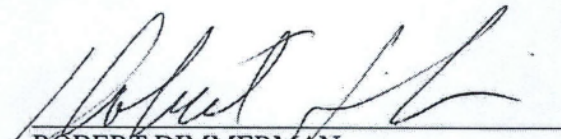
WEIR GREENBLATT PIERCE LLP

By: /s/ Steven E. Angstreich
Steven E. Angstreich, Esquire
Amy R. Brandt, Esquire

Dated: March 28, 2022

VERIFICATION

I, Robert Dimmerman, Plaintiff herein, verifies that the facts set forth in the foregoing *Complaint*, are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


ROBERT DIMMERMAN

Dated: 3/24/2022

EXHIBIT “A”

CHUBB®

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
O: (800)252-4670
F: (800)664-5358
E: USPropertyClaims@chubb.com

Mailing Address
P.O. Box 4700
Chesapeake, VA 23327-4700

November 16, 2021

C/O Mapleshade Mazda
Route 73 and Fellowship Road
Maple Shade, NJ. 08052

Re: Insured: Robert Dimmerman and Rochelle Dimmerman
Claim Number: 092021023358
Policy Number: 001133600002
Loss Location: 320 St. James Place
Philadelphia, Pa. 19106
Date of Loss: November 9, 2021
Insurance Company: Great Northern Insurance Company

Dear Mr. & Mrs. Robert Dimmerman and Rochelle Dimmerman,

Thank you for contacting Great Northern Insurance Company ("Great Northern") regarding your recent loss. We acknowledge receipt of your claim for physical damages under the above captioned Masterpiece policy (the "Policy").

Based upon our initial contact and discussions with you, it is our understanding that you observed water damage to the interior of your home following a water main break. It is unclear how the water entered and damaged your property.

We regret that you have sustained these losses, and want to assure you we are proceeding with a full review of the circumstances of these events to determine how we may be able to assist you. As part of this process, we would also like to be sure you are aware of the particular areas of your Policy that might apply under these circumstances.

With respect to these losses, we would specifically direct your attention to the following terms and provisions of your Policy, which we have excerpted for ease of reference.

Your Masterpiece **Deluxe House Coverage** coverage form states in part on page B-4:

In Deluxe House Coverage, a "covered loss" includes **all risk** of physical loss to your house or other property covered under this part of your Masterpiece Policy, unless stated otherwise or an exclusion applies. Exclusions to this coverage are described in **Exclusions**.

Please also consider the following policy provisions, which begin on page B-13:

Exclusions

These exclusions apply to your Deluxe House Coverage, including the Extra Coverages, unless stated otherwise.

The words "caused by" mean any loss that is contributed to, made worse by, or in any way results from that peril; regardless of any other cause or event contributing concurrently or in any sequence to the loss.

Surface water. We do not cover any loss caused by:

- flood, accumulation of rainwater on the ground, surface water, wave action, including tidal wave and tsunami, tides, tidal water, seiche, overflow of water from a body of water, spray or surge from any of these, even if driven by wind;
- water borne material from any of the above, including when any such waters or water borne material enters and backs up or discharges from or overflows from any sewer or drain, located outside of or on the exterior of a fully enclosed structure, including gutters, rainwater pipes, downspouts, or underground drainage systems;
- run off of water or water borne material from a paved surface, driveway, walkway, patio, or other similar surface; or
- escape, overflow, discharge or release, for any reason, of water or water borne material from a canal, dam, reservoir, levee, dike, seawall, or any other boundary or containment.

However, we do insure ensuing covered loss due to fire, explosion, or theft unless another exclusion applies.

Ground water. We do not cover any loss caused by water or water borne material in the ground, or by its pressure, leakage, or seepage. But we do insure ensuing covered loss due to fire, explosion, or theft unless another exclusion applies.

Great Northern will also continue to fully investigate and evaluate all claims presented for loss related to the damages observed. At this time, we must necessarily proceed subject to a reservation of rights under the circumstances. This means that Great Northern reserves the right to deny coverage to the extent it is ultimately found that your claims were the result of a peril excluded by the Policy or some other provision in the Policy prevents coverage. In this instance, the exclusions for gradual deterioration, surface water and fungi and mold may apply based on the preliminary information gleaned from this event. However, we must advise that the reservation of rights stated here extends to any other exclusion or other Policy provision that is ultimately found to apply.

Great Northern Insurance Company fully reserves all its rights and obligations under the Policy, and neither this correspondence nor any other actions taken by myself or any other representative of Great Northern Insurance Company is to be construed as a waiver of any Policy conditions, limitations, provisions or exclusions; a waiver of the insured's rights or obligations under the Policy; or a waiver of any defenses presently or hereinafter available to Great Northern Insurance Company under the Policy or otherwise.

If there is any additional information that you wish to submit to assist in the assessment of your claim please provide it to us as soon as possible.

Sincerely,

Matamyas Starling

Matamyas Starling
Property Claims Representative
Great Northern Insurance Company
214-251-4583 Phone
(800) 664-5358 Fax
Matamyas.Starling@Chubb.com

cc: Cbiz Insurance Services, Inc.
 44 Baltimore Street
 Cumberland, Md 21502

EXHIBIT “B”